

## REMARKS

### **Remarks About the Restriction Requirement:**

In response to the Examiner's restriction requirement, Applicants elect the claims of Group II (claims 32-39 and 52) to be examined along with the product claims directed to the elected species of Figures 18-19. Applicants have not cancelled the claims of Group I (claims 22, 24-31 and 51), since those claims should be considered along with the others if the product claims are ultimately allowed (MPEP 806.05(i)).

In particular, the Examiner has stated that "the use cannot be practiced with a materially different product" (Office Action at 2, para. 3). Moreover, the Examiner has never made a restriction between the product claims and the method of manufacture claims. Accordingly, "where the product claims are allowable . . . , restriction may be required only where the process of making and the product made are distinct . . . ; otherwise, the process of using must be joined with the process of making and product made" (MPEP 806.0(i)).

With respect to the product claims, Applicants submit that at least claims 1, 3, 6-9 and 49 are generic, and that claims 1, 3-4, 6-12, 14-16, 19, 20, 49 and 50 are readable on the species of FIGS. 18 and 19. In addition, Applicants submit that claims 22, 24, 27-29, 32, 34 are generic, and that claims 22, 24, 25, 27-30, 32-38 and 52 are readable on the elected species of FIGS. 18 and 19.

### **Remarks About Objections and Clerical Matters:**

In the Office Action mailed January 8, 2003, the Examiner stated that the Amendment at page 5, line 15 could not be entered. Applicants apologize for the inadvertent errors in identifying the location of the amendments. Applicants respectfully request reconsideration of the amendments now that the locations have been properly identified. In addition, Applicants have amended claim 19 to depend from claim 1.

The Examiner has objected to Figure 3, stating that reference number 86 does

not denote the bodyside surface of the absorbent material exposed to the body of the user. Applicants respectfully disagree. Reference number 86 properly refers to the bodyside surface of the absorbent material 44, with that surface being exposed to the user through the opening 64 (see, e.g., specification at 14, lines 6-12).

Applicants have amended FIG. 8 by making the line from reference number 356 dashed and the line from reference number 346 solid, as noted in the accompanying drawing amendment.

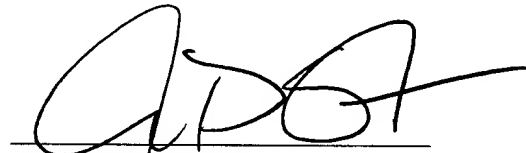
**CONCLUSION:**

It is not believed that any additional claims fees are occasioned by this amendment. If for any reason this application is not considered to be in condition for allowance and an interview would be helpful to resolve any remaining issues, the Examiner is respectfully requested to call the undersigned attorney at (312) 321-4713.

Respectfully Submitted,

Dated: February 9, 2004

By:



Andrew D. Stover

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## REMARKS

In an Office Action mailed July 10, 2003, the Examiner made various objections to the specification, including the drawings. Applicants have amended the specification, including the drawings, as set forth above. None of these amendments added new matter.

The Examiner further rejected claims 43 and 44 as being anticipated by UK Patent Application GB 2 218 322 A to Clemson. In response, Applicants have cancelled claims 43 and 44.

Finally, the Examiner withdrew claims 1-16, 18-21, 23-24, 26-28, 30-31, 33, 39 and 45 as being drawn to a non-elected species. Applicants respectfully traverse the Examiner's assertion that independent claims 1, 22 and 32 are not readable on the elected species of Figure 19 for the reasons set forth below.

### **Remarks About The Restriction Requirements:**

#### **Prior Restriction As Applied in January 21, 2003 Office Action:**

At the outset, Applicants previously traversed the Examiner's withdrawal of claim 1 in an Amendment filed April 28, 2003. In the latest Office Action mailed July 10, 2003, the Examiner did not dispute or rebut Applicants' arguments, but rather stated that regardless of such arguments the claims were withdrawn for a new reason. Accordingly, Applicants can only assume that the previous reason for withdrawing claim 1 from consideration was overcome.

However, to the extent that the Examiner further maintains her previous assertions, Applicants resubmit their arguments as follows. In particular, Applicants respectfully disagree with the Examiner's characterization of "fixedly connected" in claim 1. As Applicants expressly stated in the specification, the term "fixedly" simply means an "attachment that is not intended to be removed or disengaged during the normal use and operation of the absorbent garment (specification at 14, lines 21-25). Applicants further disclosed that the absorbent element can be "fixedly" connected to the body chassis, but can also be "detachable," meaning that it does not

detach in response to the applied expansion forces of the absorbent element, but can be removed from the body chassis after use.

Claim 1 previously recited that the absorbent element was “fixedly connected” to the chassis, meaning that it does not become disengaged during normal use as set forth above. Nowhere did claim 1 recite that the absorbent element could not be removed after such normal use, and the Examiner is reading additional limitations into that claim.<sup>2</sup> Since the phrase “fixedly connected” broadly includes absorbent elements that are also “detachable,” claim 1 was generic with respect to those species. Accordingly, the Examiner’s restriction was improper on the stated ground.

To avoid any confusion, however, Applicants previously eliminated the “fixedly” limitation from claim 1. In addition, Applicants added new claim 49 to further illustrate that claim 1 is not limited to a non-detachably connected absorbent element.

**Restriction As Applied in July 10, 2003 Office Action:**

In the latest Office Action mailed July 10, 2003, the Examiner has withdrawn independent claims 1, 22 and 32 from consideration by asserting that the outer surface of the absorbent element is the cover 434, and that the first and second portions are not formed on the outer surface of the element because such portions are between the cover and backsheet. In response, Applicants submit that the Examiner is once again reading additional limitations into the claims. Claims 1, 22 and 32 merely recite that the first and second portions of the absorbent element are each formed on “an outer surface of said absorbent element,” not that they are formed on an “*outermost*”

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<sup>2</sup> Applicants further note that during an interview dated April 21, 2003, the Examiner applied top sheet 24 of U.S. Patent No. 5,527,303 to Milby as the body chassis, and stated that the absorbent element, which includes backsheet 26, was connected thereto. The backsheet 26 of Milby is not “detachably” connected to the top sheet 24, however. Accordingly, the Examiner cannot have it both ways – either the claims require a “detachable” connection or the claims are generic. Applicants submit that the claims are generic.

surface thereof. As clearly set forth in the specification, the term "outer" refers to a "garment side," as opposed to "bodyside," which means the side closest to the body of the user (Specification at 7, line 12-14). As shown in Figure 19, several components of the absorbent element have an outer surface, including the cover sheet 42 and the outer cover 434.

To avoid any confusion, however, Applicants have amended claims 1, 22 and 32 to recite that the absorbent element comprises a cover sheet "having a first portion detachably connected to at least one of a second portion of said cover sheet and said garment side surface of said chassis at a second location, wherein said first and second portions of said cover sheet are each formed on an outer surface of said cover sheet." As set forth in the specification, the embodiment of Figure 19 includes a cover sheet (42) having a first and second portion 346, 46 (specification at p. 12, line 29 to page 13, line 11; p. 17, line 18 to p. 19, line 5). Of course, it should be understood that the cover sheet may be an outermost component of the absorbent element, or an inner component that is further covered at least in part by another component. Applicants have added new claims 50-52 to further illustrate that claims 1, 22 and 32 are generic and are not limited to an embodiment having an outer cover.

Applicants further submit that claims 1, 22 and 32 are allowable over the previously applied Milby reference for the reasons set forth in Applicants reply filed April 28, 2003.

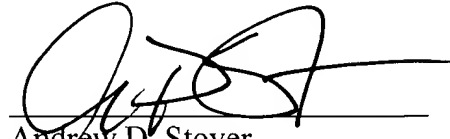
#### CONCLUSION:

It is not believed that any additional claims fees are occasioned by this amendment. If for any reason this application is not considered to be in condition for allowance and another interview would be helpful to resolve any remaining issues, the Examiner is respectfully requested to call the undersigned attorney at (312) 321-4713.

Respectfully Submitted,

Dated: October 23, 2003

By:

A handwritten signature in black ink, appearing to read 'A. Stover', written over a horizontal line.

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